

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B3400019

PRINT DATE: 08/09/12

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1363387700
JOHN DEERE CONSTRUCTION RETAIL SALES
A DIV OF JDSS
PO BOX 8806
MOLINE, IL 61266-8806
(309) 765-0260

REFER QUESTIONS TO:

WALTER JOHNSON
(410) 767-4605
WALTER.JOHNSON@DGS.STATE.MD.US

ITB:

EXPR DATE: 08/12/13
POST DATE: 08/06/12

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

VENDOR TELEPHONE NUMBER: (309) 765-0282

STATEWIDE MULTIPLE AWARD CONTRACT
FOR
SKID STEER LOADERS

SCOPE OF CONTRACT: THE REQUIREMENT OF CONTRACT FOR SUPPLYING THE STATE OF MARYLAND AND USING AUTHORITIES WITH THEIR NEED FOR MULTIPLE BRANDS & MODELS OF SKID STEER LOADERS WITH ACCESSORIES AT A DISCOUNT OFF THE MANUFACTURER LIST PRICE.

CONTRACT PERIOD: AUGUST 13, 2012 THRU AUGUST 12, 2013
FINAL ONE YEAR RENEWAL OPTION.

CONTRACT REQUIREMENTS: QUANTITIES ARE ESTIMATES ONLY AND ARE NOT CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. USAGE WILL BE FOR THE ACTUAL REQUIREMENTS OF THE STATE AND MAY VARY APPRECIABLY FROM THE ESTIMATED QUANTITIES. VENDOR MUST MAINTAIN A SUFFICIENT INVENTORY TO FULFILL THE MINIMUM ORDERING REQUIREMENTS OF ANY AGENCY FROM THIS CONTRACT.

BASIS OF AWARD: THE AWARD WILL BE MADE TO THE HIGHEST SINGLE PERCENTAGE DISCOUNT OFF THE MANUFACTURER PRICE LIST TO INCLUDE DELIVERY TO THE RESPONSIBLE AND RESPONSIVE BIDDER ON A MANUFACTURER BASIS BY LINE ITEM OR IN THE BEST INTEREST OF THE STATE OF MARYLAND.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B3400019

PRINT DATE: 08/09/12

PAGE: 02

PURCHASE CARD PROCUREMENT: THE STATE OF MARYLAND PURCHASING CARD MUST BE ACCEPTED FOR PURCHASES MADE AGAINST THIS CONTRACT WITHIN PROCUREMENT OFFICER'S CARD LIMITATIONS OF \$5,000.00.

PRICE ESCALATION CLAUSE: VENDOR MAY INSTITUTE A CURRENT PRICE LIST FROM THE MANUFACTURER AS PROVIDED. VENDOR MUST PROVIDE AN ACCESSIBLE WEBSITE THAT AGENCIES CAN LOG ON TO VERIFY MANUFACTURER CURRENT LIST PRICE OF UNIT AND ATTACHMENT PURCHASED.

DELIVERY: SHALL BE MADE EXPEDIOUSLY AS POSSIBLE, F.O.B. DESTINATION FREIGHT PREPAID AND ALLOWED TO THE USING AGENCY THROUGHOUT THE STATE OF MARYLAND. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRANSPORTATION, SHIPPING AND DELIVERY CHARGES. NOTE: DELIVERY COULD RANGE BETWEEN THIRTY (30) AND NINETY (90) CALENDAR DAYS OR LESS UPON RECEIPT OF ORDER AND AVAILABILITY OF MODEL PURCHASED. VENDOR OF RECORD ON THE AWARD SHALL BE RESPONSIBLE FOR COORDINATING DELIVERY FROM AUTHORIZED DISTRIBUTORS WITHIN THE STATE OF MARYLAND.

SPECIAL NOTE: THE RESULTANT AWARD IS TO COVER THE OUTRIGHT PURCHASE OF NEW CURRENT EQUIPMENT UNDER NO CIRCUMSTANCES MAY "DEMOS" OR "USED" EQUIPMENT BE SOLD UNDER THIS CONTRACT.

1. ALL PRODUCTS & ATTACHMENTS MUST BE DELIVERED FULLY ASSEMBLED AND READY TO OPERATE. ACCESSORIES ORDERED AT A LATER DATE WILL NOT BE ASSEMBLED OR MOUNTED BY THE VENDOR. ALL ATTACHMENTS SHALL INCLUDE NECESSARY HOOKUPS AND HYDRAULICS TO BE USED WITH ACCESSORIES.
2. AGENCY SHALL FURNISH ONE (1) EACH OPERATOR, TECHNICAL, PARTS, AND LUBRICATION MANUAL AND/OR CD WITH EQUIPMENT MODEL(S) UNLESS THE MODEL(S) USE THE SAME MANUALS. ADDITIONAL MANUALS OR CD'S SHALL BE PURCHASED FROM THE NEAREST LOCAL DEALERS. SUBSTITUTIONS MAY NOT BE MADE WITHOUT CONSENT OF THE ORDERING AGENCY.
3. SAFE OPERATIONAL PROCEDURES SHALL BE EXPLAINED TO USER AT THE TIME OF DELIVERY.

CONTRACT TERMINATION: THIS CONTRACT WILL BE TERMINATED IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.

EQUIPMENT RECALL NOTICE: THE CONTRACTOR MUST IMMEDIATELY NOTIFY DGS AND THE PROCURING ENTITY OF ANY RECALLS PERTAINING TO EQUIPMENT ON CONTRACT OR PURCHASED.

ENVIRONMENTALLY PREFERABLE PRODUCTS: AS PART OF THE STATES EFFORTS TO REDUCE THE AMOUNT OF WASTE GOING TO LANDFILLS, MINIMIZE THE USE OF

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B3400019

PRINT DATE: 08/09/12

PAGE: 03

TOXIC CHEMICALS AND LESSEN THE STATE'S OVERALL IMPACT ON THE ENVIRONMENT, THIS SOLICITATION ALSO SEEKS TO PROMOTE THE USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS (EPPS) FOR OUTDOOR EQUIPMENT WHEREVER POSSIBLE.

ADDITIONAL USER CLAUSE: PURSUANT TO ARTICLE 41, SECTION 18-291 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN THE (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

1. A COUNTY OR BALTIMORE CITY;
2. A MUNICIPAL CORPORATION;
3. A GOVERNMENTAL AGENCY IN THE STATE;
4. A PUBLIC OR QUASI-PUBLIC AGENCY THAT;
 - (I). RECEIVES STATE MONEY; AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3)
5. A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT;
 - (I). EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS, AND
 - (II). IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE; OR
6. A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT; (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES AND; (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

CONTRACT ACCEPTANCE: THE VENDOR WILL BE BOUND TO THE TERMS AND CONDITIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND IN THE INSTRUCTIONS PROVIDED HEREIN FOR THE DURATION OF THE CONTRACT UNLESS OTHERWISE CANCELED BY THE DEPARTMENT OF GENERAL SERVICES. ALL EQUIPMENT MUST MEET FEDERAL AND

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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PRINT DATE: 08/09/12

PAGE: 04

STATE OSHA REGULATIONS AND GOVERNMENT SAFETY STANDARDS WHERE APPLICABLE.

REPORT OF CONTRACT PURCHASES: CONTRACTOR SHALL FURNISH USAGE SALES REPORT EVERY SIX (6) MONTHS TO THE DGS ADDRESS LISTED BELOW. STATE AGENCY CONTRACT PURCHASES SHALL BE REPORTED NO LATER THAN THE TENTH OF THE MONTH FOLLOWING THE END OF EACH SIX MONTH PERIOD TO INCLUDE CREDIT CARD PURCHASES. THE OUTLINE SALES REPORT SHALL CONTAIN THE MINIMUM INFORMATION REQUIRED; ITEM NUMBER; DESCRIPTION; TOTAL QTY SHIP TO STATE AGENCIES; TOTAL QTY SHIP TO OTHER AUTHORITIES; TOTAL DOLLAR VALUE; GRAND TOTAL DOLLAR VALUE. REPORT SHALL BE SENT TO:

DEPARTMENT OF GENERAL SERVICES
OFFICE OF PROCUREMENT & LOGISTICS
ATTN: WALTER JOHNSON
301 W. PRESTON STREET, ROOM M-3
BALTIMORE, MARYLAND 21201

OPEN MARKET CLAUSE: THE USING AGENCY MAY PURCHASE ON THE OPEN MARKET THE ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN THE CASE OF FAILURE BY THE VENDOR TO PROVIDE PRODUCT. VENDOR WILL BE CHARGED THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PURCHASE PRICE FROM ANOTHER VENDOR TO MEET THE NEED.

ORDER PROCEDURE: USING AGENCY SHALL ISSUE A HARD COPY PURCHASE ORDER SHOWING BILL TO AND SHIP TO ADDRESS TO THE USER ALONG WITH CONTACT PERSON AND PHONE NUMBER ON THE ORDER. THIS CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE USING AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE. RELEASE SHALL BE MADE BY THE USING AUTHORITY ON AN "AS-REQUIRED BASIS". DGS RESERVES THE RIGHT TO ADD OR REMOVE PRODUCTS FROM THE CONTRAT AT ANYTIME TO REFLECT NEW, MORE BENEFICIAL PRODUCTS, REGULATORY RESTRICTIONS OR ENVIRONMENTAL CONCERNS AND/OR IF IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE STATE OF MARYLAND.

TAX PAYMENT: THE ARTICLES HEREIN IS EXEMPT FROM MARYLAND SALES AND USE TAX BY EXEMPTION CERTIFICATE NUMBER 300256-3 AND FROM EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

WARRANTY: NORMAL WEAR AND TEAR ITEMS SHALL BE WARRANTED IN ACCORDANCE WITH MANUFACTURER'S STANDARD WARRANTY. AT THE TIME OF BID OPENING, PRODUCT OFFERED MUST MEET ALL REQUIREMENTS OF THIS SOLICITATION INCLUDING FULL COMMERCIAL/RETAIL AVAILABILITY. WARRANTY SHALL BE HONORED BY ALL AUTHORIZED MANUFACTURER'S DEALERS IN THE STATE OF MARYLAND. THE WARRANTY PERIOD FOR ALL COVERAGE BEGINS ON THE DATE EQUIPMENT IS ACCEPTED. AGENCY SHALL BE RESPONSIBLE FOR SCHEDULING IN

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B3400019

PRINT DATE: 08/09/12

PAGE: 05

HOUSE WARRANTY REPAIRS OR DELIVERING OF EQUIPMENT TO THE NEAREST MANUFACTURER AUTHORIZED DEALER. THE QUOTATION WAS SUBMITTED WITH THE UNDERSTANDING THAT THE VENDOR SHALL COMPLY WITH ALL FEDERAL AND STATE OSHA REGULATIONS, STATE OF MARYLAND PROCUREMENT REGULATIONS IN EFFECT AT THE TIME OF SUBMISSION AND THE INSTRUCTIONS PROVIDED HEREIN. DEFECTIVE EQUIPMENT SHALL BE REPLACED BY THE VENDOR IMMEDIATELY FREE OF CHARGE TO THE PURCHASING AGENCY.

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
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| | | | |
|------|-------|----|--|
| 0002 | 76050 | LT | |
|------|-------|----|--|

TRACK SKID STEER LOADERS 60 HP TO 90 HP OPERATING CAPACITY 2000 LBS TO 6000 LBS PERCENTAGE DISCOUNT (20%).

STATE MODELS: JOHN DEERE CTL323D, CTL329D, CTL333D

O.E.M. ATTACHMENTS PERCENTAGE DISCOUNT (20%).

| | | | |
|------|-------|----|--|
| 0004 | 76050 | LT | |
|------|-------|----|--|

WHEELED SKID STEER LOADER 35 HP TO 40 HP OPERATING CAPACITY 1200 LBS TO 1600 LBS PERCENTAGE DISCOUNT (27%).

STATE MODEL: JOHN DEERE SSL313, SSL315

O.E.M. ATTACHMENTS PERCENTAGE DISCOUNT (27%).

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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BPO NO: 001B3400019

PRINT DATE: 08/09/12

PAGE: 06

| <u>LINE #</u> | <u>STATE ITEM ID</u> | <u>U/M</u> | <u>UNIT COST</u> |
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| | | | |
|------|-------|----|--|
| 0005 | 76050 | LT | |
|------|-------|----|--|

WHEELED SKID STEER LOADER 50 HP TO 75 HP OPERATING CAPACITY 1600 LBS TO 2400 LBS. PERCENTAGE DISCOUNT (27%).

STATE MODELS: JOHN DEERE SSL318D, SSL320D, SSL326D

O.E.M. ATTACHMENTS PERCENTAGE DISCOUNT (27%).

| | | | |
|------|-------|----|--|
| 0006 | 76050 | LT | |
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WHEELED SKID STEER LOADERS 80 HP TO 95 HP OPERATING CAPACITY 2500 LBS TO 3000 LBS. PERCENTAGE DISCOUNT (27%).

STATE MODELS: JOHN DEERE SSL328D, SSL332D

O.E.M. ATTACHMENTS PERCENTAGE DISCOUNT (27%).

END OF ITEM LIST

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

CONTRACT WARRANTS THAT THE CONTRACTOR SHALL COMPLY WITH COMAR 21.11.08 DRUG AND ALCOHOL FREE WORKPLACE AND THAT THE CONTRACTOR SHALL REMAIN IN COMPLIANCE THROUGHOUT THE TERM OF THIS PURCHASE ORDER.

STATE VENDOR FEDERAL IDENTIFICATION NUMBER: 36-3387700

STATE VENDOR TELEPHONE NUMBER: (309) 765-0282

STATE VENDOR CONTACT PERSON: KERI SUITER

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